



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

tice stated the correct measure of damages or not, since the extent of recovery was to be fixed by evidence.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 128.]

3. Judgment (§ 184*)—On Motion—Notice—Carriage of Goods—Delay in Transportation.—In proceedings by shipper by notice of motion for judgment against a railroad company for damages, where the notice does not show whether any bill of lading was ever issued or not, although the Carmack Amendment (U. S. Comp. St. §§ 8604a, 8604aa) required one, but it appears that consignor was also consignee, and, presumably never parted with his title to goods, the statement that they had been sold, taken in conjunction with other allegations of the notice, was no evidence that plaintiff had parted with his title, even if that could affect his right to maintain the action for damages for failure to transport with reasonable dispatch.

Error to Circuit Court, Northampton County.

Proceeding by J. W. Chandler against the Baltimore, Chesapeake & Atlantic Railway Company. Demurrer to notice for judgment sustained and plaintiff assigns error. Reversed.

Mapp & Mapp, of Accomac, for plaintiff in error.

Stewart K. Pozwell, of Onancock, and *George R. Allen*, of Philadelphia, Pa., for defendant in error.

BROOKS *v.* CLINTSMAN.

[100 S. E. 394.]

Gifts (§ 25*)—Parol Gifts of Land Not Enforceable.—The history and express purpose of Code 1904, § 2413, providing that no estate in lands for a term of more than five years shall be conveyed unless by deed or will, discloses a legislative policy to deny the right to enforce parol gifts of such estates.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 717; 17 Va.-W. Va. Enc. Dig. 457.]

On petition for rehearing. Petition denied, and former determination upheld.

For former opinion, see 98 S. E. 742.

BLIZZARD et al. *v.* SALYER et al.

Sept. 17, 1919.

[100 S. E. 454.]

1. Vendor and Purchaser (§ 220*)—Unrecorded Conveyance Ineffective against Bona Fide Purchaser.—To be protected by Code 1904,

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.